

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

NUNC PRO TUNC ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bio-Lab, Inc.		02/04/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HomeCare Labs, Inc.
Street Address:	1735 North Brown Road
City:	Lawrenceville
State/Country:	GEORGIA
Postal Code:	30043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78342726	HEMEEARE LABS
Serial Number:	78342737	HEMEEARE LABS

CORRESPONDENCE DATA

Fax Number: (202)223-2085

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-861-3900

Email: dctrademarks@piperrudnick.com

Correspondent Name: Ann K. Ford, Esq. - PIPER RUDNICK LLP

Address Line 1: 1200 Nineteenth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:

19926-107104

NAME OF SUBMITTER:

Ann K. Ford, Esq.

Total Attachments: 2

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (this "Assignment") is made on February 4, 2004 by and between **Bio-Lab, Inc.**, a Delaware corporation, (hereinafter "Assignor") and **HomeCare Labs, Inc.**, a Delaware corporation, (hereinafter "Assignee")

WHEREAS, the Assignor was the owner of all right, title and interest in and to the Trademarks listed on the attached Schedule (hereinafter "the Marks"); and

WHEREAS, Assignor was desirous of assigning, and Assignee was desirous of obtaining, all right, title and interest in and to the aforementioned Marks; and

WHEREAS, effective as of **December 18, 2003**, Assignor assigned all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, to Assignee, but a formal written assignment was not executed in a recordable form; and

WHEREAS, the parties now wish to confirm the actual and legal transfer of the Marks from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration previously paid, the sufficiency and receipt of which are hereby acknowledged, it is confirmed that effective as of **December 18, 2003**, Assignor did assign, transfer and convey, and hereby nunc pro tunc assigns, transfers and conveys, unto Assignee, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement by the Marks, with the right to sue for, and collect the same for its own use and on behalf of its own successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative on the day and year first above written.

Bio-Lab, Inc.



By: Louis T. Bolognini

Title: Vice President & General Counsel

Trademark	Application No.
HEMEARE LABS	78/342,726
HEMEARE LABS & Design	78/342,737